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adopted in quite a large number of the United States [See sec. 2460a, Va. Code 1904], and is being actively urged upon the legislatures of other states, was recently rendered by the Appellate Division of the New York Supreme Court in the case of *Wright v. Hart*, 33 N. Y. L. J. 175, sustaining the constitutionality of the New York law (N. Y. Laws 1902, ch. 528) regulating the sales of stocks of merchandise in bulk. This Act provides, in effect, for the regulation of sales of merchandise either in bulk or out of the ordinary course of business, by requiring an inventory of the goods sold to be made at least five days before the sale, and by requiring that the creditors of the seller be notified of the contemplated sale at least five days before it is made. If these conditions are not observed the sale shall be fraudulent and void as against the creditors of the seller. In the case cited the plaintiff sought to have a sale of personal property set aside on the ground that there had not been a compliance with the statute. A demurrer raised the question of the constitutionality of the statute, and that was the sole question before the court. It was insisted by the defendant that the statute had the effect of depriving him of liberty and property without due process of law, and of denying him the equal protection of the laws of the state, in violation of both the State and Federal Constitutions. But, by a bare majority, the court upheld the constitutionality of the law, holding that the enactment was within the police power of the state. It is declared to be legislation of the same general character as that which requires that conditional sales shall be in writing and recorded, and that chattel mortgages shall be filed. "The statute only requires the exercise of good faith and reasonable diligence, and it is in our opinion a proper measure for regulating extraordinary sales and sales in bulk, so as to prevent a method of fraud which has become prevalent and widespread. If the vendor pays his debts, as already said, neither he nor the vendee need fear the statute. If, on the other hand, the vendor is unable or unwilling to pay his debts, then the statute puts a substantial obstacle in his way when he wants to dispose of his stock of merchandise in bulk or in an unusual manner, in order that he may himself receive the payment, to the exclusion of his creditors. It is therefore a salutary enactment promoting the general welfare, and not in conflict with the constitutional provisions which prescribe that the citizen shall not be deprived of his liberty or property without due process of law." Law Notes (May 1905).

In *Block v. Schwartz*, 76 Pac. 22, it was held that a similar statute was unconstitutional. See 10 Va. Law Reg. 270. And in *Sellers v. Hayes*, 72 N. E. 119, a *quære* was raised by the Indiana court as to the constitutionality of a similar enactment.

UNFAIR COMPETITION—TRADE NAMES—ALLEGED INFRINGEMENT—ADOPTION OF FAMILY NAME.—In *Howe Scale Co. v. Wyckoff, Seamans & Benedict*, decided April 24, 1905, 25 Sup. Ct. 609, the Supreme Court of the United States held: In the absence of contract, fraud, or estoppel, any man may use his own name, in all legitimate ways, and as the whole or a part of a corporate name.

The adoption and use of a proper name as part of a corporate name and trademark were not intended or likely to deceive, and there was nothing of substance shown in defendant's conduct in such use constituting unfair competition.

The court said in part: "It is said that the use of the word 'Remington' in the name 'Remington-Sholes' was unnecessary, as if necessity were the absolute test of the right to use: But a person is not obliged to abandon the use of his name or to unreasonably restrict it. The question is whether his use is reasonable and honest, or is calculated to deceive.

"It is a question of evidence in each case whether there is false representation or not."

See 10 Va. Law Reg. 359, 552, 828, 937, 1029.

UNFAIR COMPETITION—TRADE NAMES—USE BY CORPORATION OF THE NAME OF INDIVIDUAL.—In *Dodge Stationery Co. v. Dodge*, 78 Pacific Reporter, 879, the Supreme Court of California holds that where a person whose name was used as the corporate name of a corporation of which he was at one time president, and whose surname was used as the popular name of that corporation, engaged in the same business after the termination of his connection with the corporation, an injunction was properly issued to restrain the new corporation from engaging in business in the same city, and from using signs similar to those used by the old corporation, and which were misleading and intended to represent to the public that the business being carried on was that of the old corporation.

Compare this case with note immediately preceding.

FOREIGN BILLS—INDORSEMENT—WHAT LAW GOVERNS—PROTEST—LIABILITY OF DRAWER—NEGOTIABLE INSTRUMENT LAW—SEC. 2841A, CLS. 126, 152, 185, VA. CODE 1904.—In *Amsinck v. Rogers*, decided April 1905, the Appellate Division of the Supreme Court of New York held: Where a foreign bill of exchange, with bill of lading attached, was indorsed by the drawer to plaintiffs for discount, and by them forwarded to their agents for presentment to the drawees, the drawer's liability on his indorsement, on payment being refused, was governed by the law of the place where the indorsement was made, and not of the foreign country where the bill was presented for payment.

Where an instrument for the payment of the price of a shipment of iron was drawn by the seller on the buyer, who resided in a foreign country, and, with the bill of lading attached, was indorsed for discount, it was a foreign bill of exchange, and not a check, under Negotiable Instrument Law, sections 210, 321 [Sec. 2841a, Cls. 126, 185, Va. Code 1904], defining a bill of exchange as an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the addressee to pay on demand, or at a fixed or determinable time, a certain sum of money to order or to bearer, and defining a check as a bill of exchange, drawn on a bank, payable on demand.

Where a foreign bill of exchange was presented for payment by the agent of the indorsee, and payment was formally demanded and refused, but the bill was not duly protested for non-payment, the drawer was discharged from liability to the indorsee under the express provisions of Negotiable Instrument Law, section 260. [Sec. 2841a, Cl. 152, Va. Code 1904].

(S. c. 93 N. Y. Sup. 87.)